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*Attorneys for Plaintiff Glam and Glits
Nail Design, Inc.*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

GLAM AND GLITS NAIL DESIGN, INC., a
California corporation,

Case No.: 3:19-cv-1305-SI

Plaintiff,

STIPULATED INJUNCTION

v.

NANCY NGUYEN, an individual doing
business as NW BEAUTY SUPPLY,

Defendant.

STIPULATED PERMANENT INJUNCTION

Plaintiff Glam and Glits Nail Design, Inc. (“Plaintiff” or “Glam and Glits”) filed its complaint (“Complaint”), for design patent infringement and trade dress infringement on August 19, 2019, against Defendant Nancy Nguyen (“Defendant” or “Nguyen”). Pursuant to

a confidential Litigation Settlement Agreement, Plaintiff, on the one hand, and Defendant, and as-yet-unnamed Parties Tuan Tran Huynh, NW Beauty Supplies LLC on the other hand (collectively “the NWBS Parties”), hereby stipulate to the entry of this Stipulated Order for Permanent Injunction (“Permanent Injunction”) in conjunction with their Stipulated Motion to Dismiss with Prejudice, as part of the resolution of all matters in dispute between them.

THEREFORE, having considered the Complaint and all other submissions of the Plaintiff and the NWBS Parties, for good cause shown, the Court finds and

IT IS HEREBY ORDERED:

1. The Complaint alleges that Defendant Nguyen infringed Glam and Glits’ U.S. Patent No. D758,737 (“the D’737 Patent”), entitled, “NAIL POLISH BOTTLE;” infringed U.S. Design Patent No. D836,444 (“D’444”), entitled “NAIL POLISH BOTTLE,” (herein, collectively the “Patents-in-Suit”) and violated the Lanham Act for infringement of Glam and Glits’ proprietary rights in the trade dress of the KIARA SKY® line of gel polish and nail lacquer bottles, by using, selling, offering for sale, and importing into the United States gel polish in certain bottles resembling the KIARA SKY® product bottles (the bottles hereinafter referred to as the “Accused Product”). The Defendant and NWBS Parties have not filed an answer, affirmative defenses or counterclaims as of the presentation of this Order.

2. All Parties acknowledge jurisdiction over this matter by the Court, and that venue is proper.

3. The KIARA SKY® brand image represented and protected by the Patents-in-Suit and the KIARA SKY® Bottle Trade Dress is a key component of the valuable brand goodwill owned by Glam and Glits.

4. The Glam and Glits has never previously licensed either of the Patents-in-Suit.

5. Glam and Glits has never previously licensed the KIARA SKY® Bottle Trade Dress.

6. Any infringement of the Patents-in-Suit or the KIARA SKY® Bottle Trade Dress will cause irreparable harm to Glam and Glits, and monetary damages alone are insufficient to compensate Glam and Glits for any such infringement.

7. The NWBS Parties, and their owners, principals, successors, assigns, and affiliates over which the NWBS Parties exercise control, shall not make, use, sell, offer for sale or import the Accused Product, so long as the Patents-in-Suit and the KIARA SKY® Bottle Trade Dress remain valid and enforceable.

8. Plaintiff and the NWBS Parties each agree to bear its own costs and attorney fees.

9. This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

SO ORDERED this 14th day of February, 2020.

UNITED STATES DISTRICT JUDGE



Michael H. Simon

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